

No. 2543 OF 1867.

Poona, 14th June 1867.

Forwarded to the Collector of Surat for information and guidance, in continuation of this office No. 2367, dated 6th ultimo.

2. The Sub-Collector of Broach to be informed.

A. ROGERS,
Revenue Commissioner, N.D.

No. 937 OF 1867.

Surat Collector's Office, 17th June 1867.

True copies forwarded to the Sub-Collector of Broach for information and guidance ; copies also to Mr. Summers.

T. C. HOPE,
Collector.

No. 1386.

Surat, 28th August 1867.

True copies of Collector's No. 477, of 11th April, and Government Resolution No. 2234, 10th June 1867, forwarded to the Acting Superintendent, Revenue Survey, in continuation of this office No. 1166, dated 9th instant, with a request that he will have the goodness to introduce the new cultivation rates this season.

T. C. HOPE,
Collector.

No. 1100 OF 1869.

To
THE SUB-COLLECTOR OF BROACH.

Camp Teethal, 22nd May 1869.

Sir,

I have the honour to inform you that on carefully studying the accompaniments to Mr. Hogg's No. 161, of January 26th, I find that the Broach "kiraya" lands are held on eight different sorts of tenure, as shown in the accompanying classified statement.

2. The first of these (A) applies to one holding only. It is clear that as long as the tenant keeps the bungalow on the land we can do nothing, except levy Rs. 15 annual rent from him.

3. The second (B) also applies to one holding, that of the Broach Cotton Mills. The condition is to pay the survey assessment, so that we have the power to raise the present nominal rent in the course of the present settlement. As the land is used for non-agricultural purposes of a special nature, Mr. Shumboo Prasad's attention will be drawn to it with the view of levying the building rate.

4. The third (C) exists in two cases, one an encroachment, the other under an agreement to pay whatever rent Government fixes. In both the occupancy and right to increase the rent are clearly with Government, and as the holders have agreed to pay the full new assessment of one anna there is no dispute to settle.

5. The fourth (D) applies to four cases where the lease was only for a year, but the parties have since been left in possession on the same terms.

6. The fifth (E) comprising 16 cases (two having resigned possession) is where the agreement is to relinquish the land whenever Government requires. This is exactly similar to the Surat Killa Bazar land. Government possess both the occupancy and the right to increase, and the one anna rate can therefore be imposed. Eleven have already agreed to it; the remaining five should be served with notices either to pay it or vacate, and it can be levied as a revenue demand from them while they continue to occupy.

7. The sixth (F) is found in 25 cases (four having relinquished possession) and is under agreement to pay a certain annual rent as long as the tenant holds the land. But no term of holding is specified, and after careful consideration, I think, the lease is therefore only what is termed "for a year." The occupancy and right of increase therefore rest with Government. Fifteen holders have already accepted the new rate, and the rest can be dealt with like those referred to in the last paragraph.

8. The seventh (G) applies to ten cases. Here a certain sum has been paid at an auction sale or by private agreement, but it is not clearly stated in the deed what sort of occupancy it was paid for—whether for the right to occupy subject to revision or merely the right to become a yearly tenant. The absurdly low sum (sometimes 8 annas or a rupee) which has been paid favours the latter view, but in any case the right of revision remains with Government, as in that of all cultivated lands of which the occupancy is sold. Four accept the new rates, four refuse, and in one case the old rate is levied in preference as being higher. As there is some doubt about the nature of right, and it would be difficult to treat some differently from others; I think all these cases should be treated in the same way as those which will be referred to in my next paragraph (*vide* opinion in para. 13).

9. The eighth (H) comprises 200 cases (14 holders having vacated and one paying the old rate because higher). In these there has been long possession, but no agreements at all are forthcoming. In their absence there seems no reason to doubt that the holders must be treated exactly as if they were ryots in a village not yet settled by the survey, that is, that the occupancy is theirs, but that they are liable to have their rent increased at the pleasure of Government.

10. The question now arises, to what extent can the rent be fairly increased? Two pies per square yard, the rate adopted in sales for 99 years, is apparently too low, for 93 holders have agreed to pay the full rent of one anna. On the other hand, Mr. Hogg states that 107 have refused to do so, but I note that many of these had previously agreed before Mr. Summers. Had his arrangement been promptly carried out instead of being thrown aside for a year, perhaps they would have held to their agreements, and possibly they would again do so if the matter were carefully explained to them. It is probable that the good situation of the sites, and the fact that they have been obtained in former times without payment for the occupancy render them able to bear a much higher rate than they otherwise could.

11. There is a difficulty to be noted in fixing any rate lower than one anna, that it would be necessary to reduce the payments already actually agreed to. At the same time one anna is probably really too high for some localities.

12. On the whole it appears that two courses are open : (1) that the Assistant Settlement Officer (Mr. Shumboo Prasad) should visit the whole of the sites personally, and classify them, as he would soils, into three or four classes, to each of which a certain rate should be assigned ; (2) that all future and present complications should be avoided by allowing the holders to redeem in perpetuity, by private agreement and sale, the present right of Government to assess them. If the sales were effected on an average at the established minimum of one rupee per square yard, the capital would almost represent a one anna rate.

13. The second course would be rather troublesome at the time, though not much more so than the first, but it would save all further difficulty to the people, and therefore be popular, and you could probably carry it out during the rains with the aid of your Deputy Collector as I have the extensive sales in Surat.

14. If you will favour me with your opinion on this letter, I will then submit the question for the decision of Government.

ACCOMPANIMENT to Collector's

Figures.	NATURE OF TENURE.	Number of Tenants.	Old Assessment.	Number of Square Yards,	New Assessment.	
					1	2
					Rs. a. p.	
A	Condition to pay the annual assessment as long as he keeps the building on the land.	1	15 0 0	744	46	8
B	Do. to pay the survey assessment, when fixed.	1	1 0 0	1,579	98	11
C	Agreement to pay any amount fixed by Government.	1	0 2 0	19	1	3
	New encroachment	1	.....	46	2	14
D	Agreement for a year only	4	6 0 0	556	34	12
E	Condition to pay the annual assessment, till Government orders to relinquish the possession.	18	14 2 0	1,637	102	5
F	Do. as long as the land is used by the lease.	29	17 1 0	1,850	115	10
G	Occupancy has been purchased at auction sales, on condition to pay the annual assessment.	10	11 7 8	1,736	108	8
H	Agreement not forthcoming	215	172 12 8	38,974	2,440	14
	Total ...	280	237 9 4	47,141	2,951	5

No. 1100, dated the 22nd May 1869.

Agreeing to pay the new Rates.		Not agreeing to pay the new Rates.		Possession have been relin- quished.		Old Assessment be- ing more than the new one the former is levied.		
No.	Amount.	No.	Amount.	No.	Amount.	No.	Amount.	
7	8	9	10	11	12	13	14	15
	Rs. a.		Rs. a.		Rs. a.		Rs. a.	
...	...	1	46 8	...	...	...	...
...	...	1	98 11	...	...	...	...
1	1 3	...	...	...	...	...	...
1	2 14	...	...	...	...	...	...
4	34 12	...	...	...	...	...	...
11	29 14	5	68 9	1	2 0	1	1 14	
15	48 12	10	55 12	4	11 2	...	...
4	17 10	5	88 9	...	...	1	2 5	
93	583 0	107	1,761 7	14	95 13	1	0 10	
129	718 1	129	2,119 8	10	108 15	3	4 13	

T. C. HOPE,
Collector.